

NOTICE OF CONFIDENTIALITY RIGHTS: If you are a natural person you may remove or strike any of the following information from this instrument before it is filed of record in the Public Records: Your social Security number or your driver's license number.

AMENDMENT TO OIL AND GAS LEASE

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, WHITE SETTLEMENT INDEPENDENT SCHOOL DISTRICT, ACTING BY AND THROUGH THE PRESIDENT OF ITS BOARD OR TRUSTEES, RANDY ARMSTRONG (hereafter referred to as "Lessor") and FINLEY RESOURCES INC., hereafter referred to as 'Lessee', are parties to that certain Oil and Gas Lease dated February 19, 2008, and recorded as Instrument Number D208058339, of the Official Records of Tarrant County, Texas (the 'Lease'), which Lease Covers the following described lands:

18.188 acres, more or less, being Lots 14, 15, and 16R, all in Block 43, Westpoint Addition, an Addition to the City of Fort Worth, Tarrant County, Texas

WHEREAS, Lessor and Lessee recognize that said Lease is in full force and effect; and it is the desire of both Lessor and Lessee to amend said Lease in the manner provided hereinbelow.

NOW, THEREFORE, in consideration of the premises and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree to amend the tenth (10th) and eleventh (11th) line on the first (1st) page, the legal description, by adding the words "being further described by metes and bounds in that certain Warranty Deed, recorded in Volume 7483, Pages 105-108, Official Public Records, Tarrant County, Texas, in addition to any accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the leased premises whether or not such parcels are known to exist by Lessor or Lessee" so that the legal description now reads:

"18.188 acres, more or less, being Lots 14, 15, and 16R, all in Block 43, Westpoint Addition, an Addition to the City of Fort Worth, Texas, Tarrant County, Texas, being further described by metes and bounds in that certain Warranty Deed, recorded in Volume 7483, Pages 105-108, Official Public Records, Tarrant County, Texas, in addition to any accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the leased premises whether or not such parcels are known to exist by Lessor or Lessee";

NOW, THEREFORE, in consideration of the premises and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree to amend the twelfth (12th) line on the first (1st) page, section two (2), the Primary Term, by removing the words "two (2) years" and replacing it with the words "thirty (30) months", so that section two (2), the Primary Term now reads:

"2. Primary Term. This Lease is for a term of thirty (30) months from this date (called "Primary Term") and as long thereafter as oil and gas is produced by Lessee in paying quantities from the Land or land pooled therewith."

NOW, THEREFORE, in consideration of the premises and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree to amend the eighteenth (18th) line on the fourth (4th) page, section six (6), the Shut-in paragraph, by removing the words "The right of Lessee to maintain this Lease in force by payment of shut-in gas royalty is limited to the period of two years that follow the expiration of the Primary Term." and replacing it with the words "The right of Lessee to maintain this Lease in force after the expiration of the Primary Term by payment of shut-in gas royalty is limited to an aggregate period of five years and is further limited to consecutive periods of two years." so that the third (3rd) paragraph now reads:

"6. Shut-in Royalty. While there is a gas well on this Lease or acreage pooled therewith capable of producing gas in paying quantities, but gas is not being sold, Lessee shall pay or tender in advance an annual shut-in royalty of \$5,000 for each well from which gas is not being sold. Payment with respect to a well will be due within 60 days after the well is shut-in. While shut-in royalty payments are timely and properly paid, this Lease will be held as a producing lease. The right of Lessee to maintain this Lease in force after the expiration of the Primary Term by payment of shut-in gas royalty is limited to an aggregate period of five years and is further limited to consecutive periods of two years. The obligation of Lessee to pay shut-in royalty is a condition and not a covenant. The payment or tender of royalty under this paragraph may be made by check of Lessee mailed or delivered to the parties entitled thereto on or before the due date."

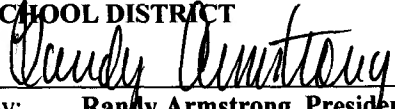
Lessor and Lessee hereby adopt, ratify and confirm said Lease as the same is hereby amended, and Lessor hereby grants, leases, and lets all of the acreage above-described and referred to unto Lessee subject to and under the terms and provisions of said Lease; and such Lease is expressly affirmed, ratified and declared to be effective and binding for all purposes as of the date hereof.

The provisions hereof shall extend to and be binding upon the heirs, successors, legal representatives and assigns of the parties executing the amendment

EXECUTED the 15TH day of DECEMBER, 2009.

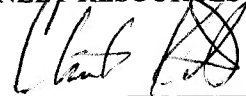
LESSOR:

WHITE SETTLEMENT INDEPENDENT
SCHOOL DISTRICT


By: Randy Armstrong, President of the White
Settlement Independent School
District Board of Trustees

LESSEE:

FINLEY RESOURCES INC.


By: Clinton Koerth
Its: Vice President

STATE OF TEXAS §
COUNTY OF TARRANT §

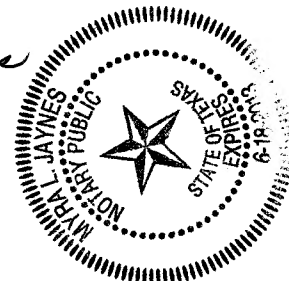
This document was acknowledged before me on 15th day of December, 2009, by Randy Armstrong, President of the White Settlement Independent School District Board of Trustees, on behalf of the White Settlement Independent School District.
Given under my hand and seal of office this 15th day of December, 2009.

My commission expires:

6-18-2013

Notary Public:

Myra L. Jaynes



STATE OF TEXAS §
COUNTY OF TARRANT §

Before me, the undersigned authority, on this 18th day of DECEMBER, 2009 personally appeared Clinton Koerth as Vice President of Finley Resources Inc. and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the purpose and consideration therein expressed.

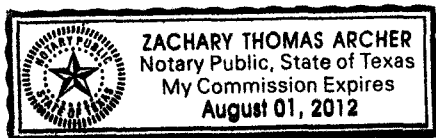
Given under my hand and seal of office this 18th day of DECEMBER, 2009.

My commission expires:

3-1-2012

Notary Public:

[Signature]



SUZANNE HENDERSON

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

FINLEY RESOURCES
PO BOX 2200
FT WORTH, TX 76113

Submitter: FINLEY RESOURCES

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 12/22/2009 4:18 PM

Instrument #: D209333385

LSE

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PGS

\$20.00

By: _____

Suzanne Henderson

D209333385

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: VMMASSINGILL